

**Amendment to the Agreement
Between
Southern Digital Network, Inc. d/b/a FDN Communications
and
BellSouth Telecommunications, Inc.
Dated September 1, 2006**

Pursuant to this Amendment, (the "Amendment"), Southern Digital Network, Inc. d/b/a FDN Communications ("FDN"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 1, 2006 ("Agreement") to be effective the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and FDN entered into the Agreement on September 1, 2006, and;

WHEREAS, FDN has requested access to the Loop Qualification System ("LQS"). LQS was originally designed as an internal tool utilized by BellSouth and Internet Service Providers ("ISPs") selling BellSouth Digital Subscriber Line ("DSL") Service to determine if a telephone number(s) at a specific service address qualified for BellSouth DSL Service.

1. The Parties agree to add the following language to Attachment 2 of the Agreement:
 - 2.10 In consideration of the terms and conditions enumerated below, BellSouth hereby agrees to provide FDN access to LQS and a bulk list of DSL qualified customers from LQS ("Bulk List") on a nondiscriminatory basis in the same manner that BellSouth may provide to itself when ordering the same service on behalf of its customers.
 - 2.10.1 BellSouth makes no claim as to the accuracy or completeness of either LQS or the Bulk List.
 - 2.10.2 FDN is responsible for complying with local, state, and federal law in its use of the Bulk List for the purpose of, but not limited to, marketing of service through direct mail or telemarketing. Furthermore, FDN hereby agrees to refrain from abusive telemarketing practices.
 - 2.10.3 FDN agrees that it will use the LQS information and the Bulk List and/or any information directly derived from the Bulk List for the sole purpose of qualifying and selling its own DSL services (whether by itself or in a package of other offerings) or BellSouth's wholesale DSL services.
 - 2.10.4 FDN will not use the Bulk List for the purpose of conducting research, marketing, qualifying, or selling products and/or services other than its own DSL services or BellSouth's wholesale DSL services.

- 2.10.5 FDN will not provide the Bulk List, any portion or portions of the Bulk List, copies of the Bulk List, or any information derived directly from the Bulk List to others without the prior written consent of the BellSouth.
- 2.10.6 FDN acknowledges and agrees to the BellSouth's right to revoke and terminate the use of the Bulk List by FDN. The BellSouth may exercise this right of revocation and/or termination at any time, for any purpose, by oral or written notice to FDN. In such event, FDN agrees to immediately destroy or return all copies and/or components of the Bulk List. For purposes of this paragraph, the term "immediately" shall be defined as a period of time not to exceed forty-eight (48) hours.
- 2. All of the other provisions of the Agreement, dated September 1, 2006, shall remain in full force and effect.
- 3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 2/27/07

**Southern Digital Network, Inc. d/b/a
FDN Communications**

By: 

Name: Don Boerema

Title: COO

Date: 2/27/07